<center>REMARKS</center>

Please cancel Claims 2, 6, 26, 30 and 33-35 without prejudice. Claims 1, 3, 7, 8, 10-16, 19, 20, 22-25, 27-29, 31 and 32 are pending. Claims 1, 7, 8, 15, 25 and 29 are amended herein. No new matter is added as a result of the claim amendments.

<center>35 U.S.C. 103(a) Rejections</center>

<u>Claims 1, 7, 13-15, 19, 25, 27-29, 31 and 32</u>

Claims 1, 7, 13-15, 19, 25, 27-29, 31 and 32 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application No. 2001/0032263 to Gopal, et al. ("Gopal") in view of U. S. Patent No. 6,289,333 to Jawahar, et al. ("Jawahar"). The rejection is respectfully traversed for the reasons below.

a.   As for Claims 1, 15, 25 and 29, Claim 1 recites:

> A method for handling an exception in a business-to-business transaction comprising the steps of:
> monitoring an internet gateway through which the business-to-business transaction passes for exceptions, wherein the exceptions comprise timer expiration exceptions issued when a sending application does not receive a confirmation within a predetermined amount of time, transaction exceptions generated when content, format, security availability or other characteristics of the transaction are out of pre-determined boundaries, and network exceptions issued when a message infrastructure cannot support the message transaction, wherein if an exception is detected:
> using an intelligent contact manager to automatically ~~locating~~ locate an authorized representative, wherein the authorized representative is a designated person who has authority to consummate the business-to-business transaction;
> using a unified communication system to automatically ~~notifying~~ notify the authorized representative of the exception;

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automatically establishing a web collaboration session between representatives of the business-to-business transaction, wherein the web collaboration session comprises page sharing, follow-me, form share, text chat, application demonstration, application sharing and white boarding functions.

Independent Claims 15, 25 and 29 recite additional embodiments of the present invention as recited in Claim 1.

The system described by Gopal is a system for monitoring "the physical status of the respective components of the communication backbone of message delivery network **101**" (page 2, paragraph [0021]). Specifically, "the primary task of the network controller," described by Gopal, "is to load-balance message traffic over the message delivery network" (page 3, paragraph [0028]). The invention recited in independent claims 1, 15, 25 and 29 is for "handling an exception in a business-to-business transaction." A business-to-business ("B2B") transaction is not the same as the delivery of an electronic message.

One example of a problem addressed Gopal's system is found on page 3, at paragraph [0027]: "if one transmission network is slow due to a high volume of traffic or is experiencing transmission delays or disconnection problems, the...message will be routed along a different communication backbone not experiencing such problems." The exceptions addressed by the present invention include "timer expiration exceptions issued when a sending application does not receive a confirmation within a predetermined amount of time," "transaction exceptions generated when content, format, security availability or other characteristics of the transaction are out of pre-determined boundaries," as well as

"network exceptions issued when a message infrastructure cannot support the message transaction." The system described by Gopal does not address timer expiration exceptions as recited in independent claims 1, 15, 25 and 29, nor does Gopal address transaction exceptions as recited in independent claims 1, 15, 25 and 29.

Specifically, Gopal fails to address "transaction exceptions generated when content, format, security, availability or other characteristics of said **transaction** are out of pre-determined boundaries." In paragraph [0021], page 2, Gopal does address problems with message transmission. However, Gopal fails to address problems concerning details contained within any given message, e.g. specific characteristics of a business-to-business transaction as recited in claims 1, 15, 25 and 29.

Furthermore, Gopal fails to teach "automatically establishing a collaboration session between representatives of the business-to-business transaction." Jawahar teaches establishing such a web collaboration session, however, Jawahar fails to teach **automatically** establishing a web collaboration session. In Figure 5, Jawahar depicts a procedure for communicating information when a "customer contacts a web server" (col. 11, lines 53-54). When the "customer requests additional information or requests to be contacted by an agent" (col. 11, lines 57-58), a web collaboration session can then be established to "handle the customer's request" (col. 12, lines 19-20). The web collaboration described by Jawahar is initiated by a customer's request or by an agent's request, but not **automatically** as recited in claims 1, 15, 25 and 29.

There is no motivation to combine the system of transmitting alert messages to appropriate personnel described by Gopal (page 2, paragraph [0021]) with the system of web collaboration upon customer or agent request described by Jawahar. The nature of the problems addressed by Gopal's system, e.g. message traffic load-balancing problems, do not require resolution via automatic web collaboration between representatives of a B2B transaction, as recited in claims 1, 15, 25 and 29. Furthermore, it would be counterproductive in a B2B environment to involve client personnel in the resolution of such an issue.

Independent Claims 15, 25 and 29 recite other embodiments of the present invention recited in Claim 1. Applicants respectfully assert that the basis for rejecting Claims 1, 15, 25 and 29 under 35 U.S.C. § 103(a) is traversed. Claims 7, 13 and 14 are dependent on Claim 1 and recite further limitations. Claim 19 is dependent on Claim 15 and recites an additional limitation. Claims 27 and 28 are dependent on Claim 25 and recite additional limitations. Claims 31 and 32 are dependent on Claim 29 and recite additional limitation. Therefore, Applicants respectfully assert that the basis for rejecting Claims 7, 13, 14, 19, 27, 28, 31 and 32 under 35 U.S.C. § 103(a) is traversed.

b.   Please cancel claims 2, 26 and 30 without prejudice.

c.   Please cancel claim 6 without prejudice.

d.   As for claims 7 and 19, Examiner asserts that Gopal teaches wherein the unified communication system comprises voice messaging, email messaging, and fax messaging. Claim 7 is dependent on Claim 1. Claim 19 is dependent on Claim 15. Claims 1 and 15 recite the use of a unified communication system to notify an authorized representative of an exception. Applicants respectfully traverse the Examiner's assertion regarding claims 7 and 19 based on the reasons cited above regarding Examiner's rejection of Claims 1 and 15. Applicants respectfully assert that the basis for rejecting Claims 7 and 19 under 35 U.S.C. § 103(a) is traversed.

e.   As for claims 13, 27 and 31, Examiner asserts that Gopal teaches wherein the B2B transaction is handled through email and LDAP containing XML data. Claims 13, 27 and 31 are dependent on independent claims 1, 25 and 29, respectively and list further limitations. Applicants respectfully assert that independent claims 1, 25 and 29 are now in condition for allowance and therefore claims 13, 27 and 31 are also in condition for allowance. Applicants respectfully assert that the basis for rejecting Claims 13, 27 and 31 under 35 U.S.C. § 103(a) is traversed.

f.   As for claims 14, 28 and 32, Examiner asserts that Gopal teaches wherein the exception is handled by email. Claims 14, 28 and 32 are dependent on claims 1, 25 and 29, respectively, and list further limitations. Applicants respectfully assert that claims 1, 25 and 29 are now in condition for allowance and therefore claims 14, 28 and 32 are also in condition for allowance. Applicants respectfully assert that the basis for rejecting Claims 14, 28 and 32 under 35 U.S.C. § 103(a) is traversed.

g-i.   Please cancel claims 33-35 without prejudice.

Claims 3 and 16

        Claims 3 and 16 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal in view of Jawahar in further view of Kikinis ("Kikinis;" US Patent Application No. 2004/0049562). The rejection is respectfully traversed for the reasons below.

a.   Applicants assert that Kikinis teaches functions of a service system, wherein the function of the service system is to provide a "dial-up technical-service network adapted to setting-up and configuring various Internet appliances purchased by...users from appliance vendors" (page 2-3, paragraph [0023]). The service system

taught by Kikinis employs computer-simulated telephony, etc., equivalents of such being recited in Claims 3 and 16, as asserted by Examiner.

However, the methods employed by the intelligent contact manager recited in Claim 3 dependent on Claim 1, and Claim 16 dependent on Claim 15, are utilized to "automatically locate the authorized representative" after an exception is detected in a B2B transaction, and before a web collaboration session is automatically established between representatives of the B2B transaction. The combination of the methods taught by Kikinis, with the customer-initiated web collaboration taught by Jawahar, with the message delivery network taught by Gopal does not render or make obvious the present invention as recited in Claims 3 and 16.

Applicants respectively assert that Claims 3 and 16 are in condition for allowance for reasons cited above. Therefore, applicants respectfully assert that Claim 3, dependent on Claim 1, and Claim 16, dependent on Claim 15, are also in condition for allowance. Applicants respectfully assert that the basis for rejecting Claims 3 and 16 under 35 U.S.C. § 103(a) is traversed.

Claims 8 and 20

Claims 8 and 20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal in view of Jawahar in further view of Zhu, et al. ("Zhu;" US Patent Application No. 2002/0194272). The rejection is respectfully traversed for the reasons below.

a.	As for claims 8 and 20, Examiner asserts that components of a unified communication system recited in Claims 8 and 20 are found in Zhu, therefore it would have been obvious to one with ordinary skill in the art to incorporate the teaching of Zhu with the customer-initiated web collaboration taught by Jawahar and the message delivery network taught by Gopal in order to handle calls from a number of customers. While there may be a motivation to combine the teachings of Zhu with the teachings of Jawahar and Gopal, to do so would not produce the present claimed invention. Claim 1 recites a method for handling exceptions in business-to-business transaction including monitoring an internet gateway for exceptions, and in the event that an exception is detected, automatically locating and notifying an authorized representative of the exception and automatically establishing a collaboration session between representatives of the B2B transaction. Handling a number of calls, if that is the method of collaboration, is not addressed by the present claimed invention.

Applicants respectively assert that Claims 1, 15 and 19 are now in condition for allowance based on reasons cited above. Since claims 8 and 20 are dependent on allowable base claims, reciting further limitations, Applicants respectfully assert that the basis for rejecting Claims 8 and 20 under 35 U.S.C. § 103(a) is traversed.

Claims 10-12 and 22-24

Claims 10-12 and 22-24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal in view of Jawahar in further view of Lettich, et al.

("Lettich;" US Patent Application No. 2002/0049622). The rejection is respectively traversed for the reasons below.

As presented above, Applicants respectfully submit that Gopal and Jawahar, alone or in combination, do not show or suggest the present invention as recited in independent Claims 1, 15, 25 and 29. Claims 10-12 are dependent on Claim 1 and recite additional limitations. Claims 22-24 are dependent on Claim 15 and recite additional limitations.

a.   As for claims 10 and 22, Examiner asserts that Lettich teaches demand planning. Applicants assert that Lettich teaches a system which "automatically identified" demand planning-related "exceptions and presented them to the user" (page 15, paragraph [0294]). The purpose of the present claimed invention is not to report exceptions to users, but to "automatically establish a web collaboration session between representatives of B2B transactions" as recited in independent claims 1, 15, 25 and 29. The combination of the teachings of Lettich (a system for automatically presenting demand-planning exceptions to a user) with the teachings of Jawahar (a system wherein a customer can initiate a web collaboration session) with the teachings of Gopal (a system for monitoring and automatically addressing exceptions associated with message delivery, wherein such exceptions are handled by a network component and not a person) does not produce the present invention or an obvious equivalent.

Applicants respectfully assert that independent claims 1 and 15 are now in condition for allowance, for reasons discussed above. Claim 10 is dependent on

Claim 1 and Claim 22 is dependent on Claim 15. Therefore, Applicants respectfully assert that the basis for rejecting claims 10 and 22 under 35 U.S.C. § 103(a) is traversed.

b.   As for claims 11 and 23, Examiner asserts that Lettich teaches wherein B2B processing utilizes the engine to perform steps of requisitioning, purchasing, approval, ordering, receiving, distribution, payment, and measurement, and that the addition of this information to the teachings of Gopal in view of Jawahar is an obvious equivalent to the present claimed invention. Applicants respectfully assert that for reasons discussed above, claims 1, 10 and 15, from which claims 11 and 23 depend, are believed to be in condition for allowance. Since claims 11 and 23 are dependent on allowable base claims and recite further limitations, Applicants respectfully assert that the basis for rejecting claims 11 and 23 under 35 U.S.C. § 103(a) is traversed.

c.   As for claims 12 and 24, Examiner asserts that Lettich teaches exceptions corresponding to procurement processes. Applicants assert that Lettich does mention procurement, as well might any discussion of B2B transactions. Applicants respectfully assert that the combination of the concept of procurement set forth in Lettich with the teachings of Gopal in view of the teachings of Jawahar is not an obvious equivalent to the present claimed invention. Applicants respectfully assert that for reasons discussed above, claims 1 and 15, from which claims 12 and 24 depend, are believed to be in condition for allowance. Since claims 12 and 24 are dependent on allowable base claims and

recite further limitations, Applicants respectfully assert that the basis for rejecting

claims 12 and 24 under 35 U.S.C. § 103(a) is traversed.

CONCLUSION

In light of the above listed amendments and remarks, reconsideration of the rejected Claims is requested. Based on the amendments and arguments presented above, it is respectfully submitted that Claims 1, 3, 7, 8, 10-16, 19, 20, 22-25, 27-29, 31 and 32 overcome the rejections of record. Therefore, allowance of Claims that Claims 1, 3, 7, 8, 10-16, 19, 20, 22-25, 27-29, 31 and 32 is earnestly solicited.

Should the Examiner have a question regarding the instant response, the Applicants invites the Examiner to contact the Applicants' undersigned representative at the below listed telephone number.

Respectfully submitted,
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